

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF INDIANA  
INDIANAPOLIS DIVISION

JERALDINE KNIGHT,	)	
	)	
Plaintiff,	)	
	)	Case No: 1:25-cv-00965
vs	)	
	)	
SUNLIFE ASSURANCE COMPANY	)	
OF CANADA,	)	
	)	
Defendant.	)	

**COMPLAINT FOR REVIEW OF FINAL DECISION DENYING DISABILITY  
INSURANCE BENEFITS TO PLAINTIFF**

Comes now the Plaintiff, Jeraldine Knight, by counsel, Melissa A. Davidson, and for her complaint for Damages against Defendant, Sunlife Assurance Company of Canada (“Sunlife”) states as follows:

**I. Parties and Jurisdiction**

1. That Plaintiff is a citizen of the State of Indiana residing in Marion County.
2. That Defendant, Sunlife, provides disability insurance coverage to participants working in the County of Marion, State of Indiana.
3. That Plaintiff’s employer, Adidas America, Inc., has contracted with Sunlife to provide long-term disability insurance to its qualified employees.
4. That this court has jurisdiction pursuant to the Employee Retirement Income Security Act 29 USCA 1132(e)(1).

## **II. Factual Allegations**

5. That Plaintiff was an employee of Adidas America, Inc., where in her capacity as an Accounting Assistant, she was a participant in the Plan.

6. That Plaintiff was forced to stop working due to medical conditions on or about February 25, 2022.

7. That Plaintiff applied for long-term disability benefits provided by Defendant and after payment of benefits for approximately 24 months, benefits were wrongfully terminated under the aforementioned insurance policy on or about April 14, 2022.

8. That Plaintiff administratively appealed this denial, as she suffers from numerous medical impairments that qualify her for continuing benefits under the terms of the Plan.

9. Plaintiff's final appeal was denied on or about February 21, 2025. She has therefore exhausted her administrative appeals.

10. That Defendant has wrongfully refused to award Plaintiff disability benefits and wrongfully withheld monies rightfully due Plaintiff as a disabled insured participant under the policy and the Plan.

11. Defendant's decision denying her disability benefits was arbitrary and capricious.

12. That as a result of Defendant's conduct, Plaintiff has been denied benefits rightfully due her under the Plan and has incurred Attorney fees in order to rectify the harm done to her.

13. Defendant is both the claims adjudicator and payer of this claim.
14. Defendant benefits financially from denying Plaintiff's claim.
15. Defendant has a conflict of interest in this claim.

WHEREFORE, Plaintiff herein, by counsel, respectfully prays for judgment against the Defendants, with interest, in an amount commensurate with her past due benefits, interest, reinstatement of her benefits, for Attorney fee reimbursement, and for all other just and proper relief in the premises.

Date: 5/19/25

Respectfully submitted,

/s/ Melissa A. Davidson

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